

Appendix F to DIR Contract No. DIR-TSO-2621 Service Level Agreement

The following Service Level Agreement (SLA) is applicable to the services listed below that Tier 3 (“Tier 3,” “we,” “us” or “our”) makes available to you (“Customer” or “you”) for a fee. The SLA is not applicable to unrelated third parties or third parties lacking a contractual relationship with Tier 3. The uptime obligations and the resulting SLA credits are applied on a monthly basis unless specified otherwise. This SLA is provided pursuant to and in accordance with the governing service agreement between Customer and Savvis Communications Corporation and/or its affiliates, including Tier 3, Inc.

Public Network: Tier 3 ensures 100% uptime on all Public Network services to Customers located in our data centers. All Public Network services include redundant carrier grade Internet backbone connections, advanced intrusion detection systems, denial of service (DOS) mitigation, traffic analysis and detailed bandwidth graphs. This does not include DOS attacks or other unknown variables that can affect Internet traffic outside the Public Network.

Private Network: Tier 3 ensures 100% uptime on the Private Network services to Customers located in our data centers. All Private Network services include access to the secure VPN connection, unlimited bandwidth between servers, unlimited uploads/downloads to servers, access to contracted services, traffic analysis and detailed bandwidth graphs.

Control Panel and API: Tier 3 ensures 99.999% access to the Control Panel and API. Access to the Control Panel is available via the Public and Private Networks. The Control Panel is utilized to fully manage the on-demand IT environments located within the Tier 3 data centers. Control Panel access includes ticketing system access, account management, server management, bandwidth management, backup management and other related services.

Virtual Servers: Individual servers will deliver 99.99% and hyperscale servers will deliver 99.9% uptime as monitored within the Tier 3 network by Tier 3 monitoring systems. Only failures due to known Tier 3 problems in the hardware and hypervisor layers delivering individual servers constitute failures and as such only they are covered by this SLA. Examples

of failures include: power interruptions, hardware problems (such as failures to a hard drive or power supply) and failures to the hypervisor environment supporting Customer servers. Problems caused solely by the Customer server operating system or any other software on the Customer server, or to the actions of Customers or third parties, do not constitute failures and as such are not covered by this SLA.

Cloud Storage: Tier 3 delivers a 99.99% uptime on Cloud Storage. A Cloud Storage failure occurs when a Customer cannot retrieve data because of problems with hardware and/or software in Tier 3's control. Data retrieval issues caused by problems connecting to the service, including without limitation problems on the Internet, do not constitute failures and as such are not covered by this SLA. Tier 3 maintains multiple copies of the files and allows customers to enable revision tracking on their cloud environment for restores of data. Customer will receive a service credit for the period of time commencing when a ticket is filed requesting assistance in accessing Customer data until the service is reinstated. Data in this environment (when provisioned as Premium Storage), unless otherwise noted by Tier 3 to the individual customer, is retained for fourteen (14) days onsite in the data center and two (2) days offsite in the secondary data center (disaster recovery location) and when provisioned as Standard Storage is retained for five (5) days onsite in the data center.

Maintenance: At certain times planned maintenance is required on Tier 3 Services and Products that can cause service disruption. Maintenance services can affect the Public Network, Private Network, Control Panel, Virtual Servers, Cloud Storage, Security and other services. Tier 3 will notify Customer of planned maintenance service and will work with the Customer to resolve any issues that they may have with the maintenance service. Tier 3 retains the right to proceed with maintenance services without it affecting the SLA if the Customer has been notified in writing via the contact information provided by the Customer.

Limitations: This SLA provides Customer's sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind. To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. This SLA does not cover (without limitation): (a) network performance to Customer's physical location or Internet access point (such as a local DSL/cable modem); or (b) failures due to denial of service attacks.

Support Response Time:

EMERGENCY Tickets - 30 minutes

An EMERGENCY is anything affecting any of the following categories:

Virtual machine unavailable

Packet loss

Routing issue

All other Tickets - 60 minutes

For EMERGENCY category issues Customer must create a ticket for which a tracking number will automatically be provided and a support engineer will review the support request within the timeframe listed above. If for some reason Customer does not receive a response within 30 minutes, Customer should escalate via phone at 1.877.38.TIER3 option 2 to the NOC. Tier 3 may reclassify any Ticket misclassified as falling into one of the EMERGENCY categories listed above, and such Ticket will not qualify for EMERGENCY treatment. Resolution and repair times vary, and this SLA does not address them. CenturyLink needs to determine the lowest common denominator on what the team can agree to as a starting point for Mean Time to Repair.

Incident Reports: Tier 3 will provide Customer with an Incident Report via e-mail within twenty-four (24) hours of an incident for incidents resulting in greater than thirty (30) minutes of downtime. The Incident Report will include: incident date, duration, issue, details of the problem and details of the resolution.

Domain Name Services: Tier 3 delivers a 100% uptime for domain name servers (DNS) on the Dynect network. A period of DNS failure is any time during which 100% of Dynect's Domain Name Servers simultaneously fail to respond to requests for name resolution. This SLA does not guarantee propagation of DNS data across the Internet or the hosting of secondary DNS service for Customer's primary domain in another location, and it does not guarantee against zone inaccuracies due to operator error.

Physical Security: Tier 3 will ensure 24x365 on-site security through the presence of professional security guard(s) in the data center at all times, charged with enforcing Tier 3's security policies. (Those policies require, among other things that Tier 3 employees, vendors and visitors wear a badge and that authorized visitors who have not been issued a permanent badge leave a valid U.S. driver's license or passport with the guard while in the data center.) All physical security controls are audited to SSAE 16 or ISO 27001 standards

SLA Credit Claim:

1. Tier 3's monitoring systems will log and report service failures that are eligible for service credits. Customer will be notified by the NOC regarding a failure and for failures lasting greater than 30 minutes, Customer will receive an Incident Report per this SLA. Tier 3 will issue to the Customer appropriate service credits for the failure as defined in this SLA (Credit Limitations and Credits Issued sections) and the MSA (Service Levels section).
2. If a Customer believes that a service failure occurred and/or they were not issued service credits appropriately then the Customer must open a support ticket (a "Ticket") through the Control Panel or by email to noc@tier3.com and request any credits by accurately detailing the credit request within 45 days of the failure in question. Any Customer making false or repetitive claims will incur a onetime charge of US \$500 per incident for such claims. False or repetitive claims are also a violation of the Master Services Agreement and may be subject to service suspension. Customers participating in malicious or aggressive Internet activities, thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be deemed in violation of the Acceptable Use Policy posted on the Website.

Credit Limitations:

1. The minimum period of failure eligible for a credit is 15 minutes, and shorter periods will not be aggregated. The maximum credit shall not exceed one hundred percent (100%) of Customer's fees for the Service feature in question for the then-current billing month. In the event that multiple periods of failure overlap in time, credits will not be aggregated, and Customer will receive credit only for the longest such period of failure CenturyLink needs to determine what they are willing to do to address

chronic/cumulative problems that fall under the 15 minute threshold. In the event that a single incident calls for credits pursuant to multiple Parts of this SLA, Tier 3 will award credits for all Service features impacted in a single incident. The maximum credit during a single calendar year, for all Service features combined, is four months' Service fees, regardless of the length of failure or the number of occurrences. The period of failure for Server Uptime, Network Performance and Domain Name Services (and services above) begins when Customer opens a Ticket and ends when the failure is remedied.

2. Credits available pursuant to this SLA apply only to future service delivery. Tier 3 is not required to provide refunds pursuant to this SLA. If Customer retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits will not be applied against fees for professional services, bundled support or setup fees.
3. Notwithstanding any provision to the contrary in this SLA, the following do not constitute failures: (1) downtime during planned maintenance (as defined above) or Emergency Maintenance (as defined below) periods; (2) outages caused by acts or omissions of Customer, including its applications, equipment or facilities, or by any use or user of the Service authorized by Customer; (3) outages caused by hackers, sabotage, viruses, worms or other third party wrongful actions that are the result of a failure by Tier 3 to effectively mitigate such actions [(4) DNS issues outside of Tier 3's control; (5) outages resulting from Internet anomalies outside of Tier 3's control; (6) outages resulting from fires or explosions not due to negligence of Tier 3, , or force majeure; (7) failures during a "beta" period; (8) any suspension of Service pursuant to the Agreement; or (9) the unavailability of required Customer personnel, including as a result of failure to provide us with accurate, current contact information. Customer will not be eligible to receive any otherwise applicable service credits if Customer is in breach or default under any provisions of the Agreement at the time the service level failure(s) occurred or at the time when such service credit is requested by Customer until such breach is cured, at which point the service credit will be issued.

"Emergency Maintenance" refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by Tier 3 in its sole discretion. Emergency Maintenance may include but is not limited to actions intended to address

hardware or software failures or viruses/worms. Tier 3 will exercise reasonable efforts to inform Customer in advance before interrupting the Service for Emergency Maintenance, but such notice is not guaranteed and failure thereof does not constitute failure.

Credit Issued: For all SLA's, Tier 3 issues service credits at a credit factor of 45 times the hourly cost for every hour of downtime. The service credit formula is as follows:

Hours of Credit Eligible Downtime x Credit Factor x Product and/or Service Hourly Cost = Service Credit.

Credit Eligible Downtime = Time (in hours) past the SLA greater than 15 minutes excluding allowable downtime

Credit Factor = 45

Product and/or Service Hourly Cost = Customer's billing rate/hour during period of downtime

Example 1: Virtual Server (99.999% SLA) that has a failure lasting 1 hour 45 minutes (1.75 hours)

1.75 hours x 45 credit factor x \$.45/hour = US \$35.44